



RETAINER AGREEMENT

NYDesign 623 Central Ave. #406 Cedarhurst, NY 11516 (NYDS)
and \_\_\_\_\_ (CLIENT)
for good and valuable consideration hereinafter set forth, agree as follows:

1. TERMS

- A) CLIENT will advance a RETAINER for \_\_\_ months at \$19K/mo. RETAINER is full payment for NYDS' design services 9-5 EST Mon.-Fri.
B) NYDS will provide all requested design services including but not limited to: IX design, prototypes, branding, promotional materials, illustration, videos, presentations, animations and social media.
C) NYDS will respond to CLIENT's requests without delay.

2. GUARANTEED WORK

NYDS guarantees project completion for those listed below without exceeding the RETAINER. Title your projects, attach details and prioritize due dates:

PROJECT #1 DUE: / / 20
PROJECT #2 DUE: / / 20
PROJECT #3 DUE: / / 20

3. SECURITY

- A) NYDS will retain 3 copies of CLIENT files on 3 physical devices at 2 locations.
B) All files are the sole property of CLIENT.
C) NYDS shall keep confidential CLIENT materials unless instructed otherwise by CLIENT.

4. EXPENSES/ADDITIONS

CLIENT will pay for all expenses. NYDS shall not cause CLIENT to incur expenses without CLIENT approval. Additional hours billed at \$250/hr. above the RETAINER.

5. APPROVALS

NYDS will not execute any work without authorization of the following representative:

SIGN PRINT

6. ASSURANCE

- A) NYDS will correct any error in compliance with this agreement. CLIENT will accept said corrections as full remedy.

7. GOVERNANCE

This Agreement is governed by New York State law and may be modified only in writing, signed by both parties. If any provision herein is found unenforceable, such provision will be limited or deleted to the minimum extent so that the remaining terms remain in force and in effect.

8. PAYMENTS

CLIENT will pay RETAINERS by wire:
NY Design Studio Routing# 021000089 Account# 11944381

DATE: / / 2020

CLIENT

NYDESIGN